

Facts related to lot size – Research compiled and perspective of Randy Strate 2/5/2026

1. In 1980 there were 261 homes. 135 (52%) of them were built on less than 1.06 acre lots. The average size of lots that were smaller than 1.06 acre was .51acre in size. (Sanpete County Records)
2. In 1994 when the 1.06-acre minimum ordinance was enacted there were 293 homes. 153 (52%) of them were built on less than 1.06 acre lots. The average size of lots that were smaller than 1.06 acre was .51acre in size. (Sanpete County Records)
3. Main street historical district has 73 lots less than 1.06 acres with average size of .48 acres, and only 14 lots larger than 1 acre (these numbers do not include city, church, business lots). (Sanpete County Records)
4. The above-mentioned facts show that prior to 1994 (when there was no restriction to lots size) the majority elected for smaller than 1.06 acre lots to build on. This fact makes it evident that the 1.06-acre minimum lot size ordinance was solely intended to just force more open space but not necessarily related to the historical designation, feel, character and/or what many would have chosen if the .5-acre lot option was still available.
5. The Spring City National Historical District 2022 amended nomination asserts that the majority of the 110 blocks in the district remain undivided and remain intact with 4 lots per block, this assertion is incorrect per Sanpete County Records, as:
 - a. Only 38 residential blocks remain with 4 lots per block.
 - b. 56 blocks have had one or more lot splits, with the majority of these with multiple splits.
 - c. 4 blocks with lots split but have the same tax ID to the split lots so not sure if these are recognized as grandfathered lot splits.
 - d. 6 half blocks with 2 lots (undivided and intact as originally plated).
 - e. 4 blocks of City/Church/ School owned property.
 - f. 1 block with trailer court/multi-family housing.
 - g. The only reason there are not more blocks with lot splits is that since 1994 city ordinance has prohibited lot splits to less than 1.06 acres (except for 6 months in 2004).
6. Common law property rights should allow property owners to choose the size of lots they wish to build a home on, and city ordinances should only be in place to promote health, wellness and safety, which is the purpose of needing setback rules, utility standards, and other similar ordinances. Minimum buildable lot sizes are needed in ordinances but within reasonable standards. Other cities in the Sanpete valley have the following lot size minimums which would indicate that 1/2 lot size is a reasonable ordinance:

City	Single Residential minimum lot size
FT Green	½ acre
Fairview	10,000 sq ft, approx. ¼ acre
Moroni	RA ½ acre, R1 & R2 10,000 sq ft approx. ¼ acre
Mt Pleasant	10,000 sq ft, approx. ¼ acre

Manti ¼ acre

Ephrain 8,000 sq feet, approx. 1/5 acre

7. Smaller lots in general are easier to maintain, and in today's world smaller lots are what many people want as that is what they can use and maintain. If the majority want larger lots they are certainly allowed to have that, but it should not be forced by city ordinance onto everyone.
8. Common law property rights are the principal fact and should be honored in allowing individuals to choose what lot size best fits their needs.
9. For 1.06 acre lots that could potentially be split into 2 lots has the potential financial benefit to the city in the following ways:
 - a. Property tax revenue generated from property taxes is most significantly influenced by a home on the property, so 2 homes versus 1 home would be added tax revenue.
 - b. The cost of utility connections is bourn by the developer requesting the connection so no financial burden to the city, however more connections allow the city additional utility income that spreads its operation and maintenance cost out. This would help in keeping the utility rates from needing to be increased by rising costs.
 - c. Impact fees paid for utility connections help pay down the cities expansion project bonds which will lower the financial burden of current residents.
10. Property owners in Spring City are not allowed, as a result of the 1.06 acre lot size requirement, to take advantage of a lot split to access their property equity in order to financially assist with any of their financial needs. The 1.06 lot size minimum ordinance specifically alienates property rights.
11. Judicial cases have made it clear that "zoning ordinances are in derogation of a property owner's common-law right to unrestricted use of his or her property, provisions therein restricting property uses should be strictly construed, and provisions permitting property uses should be liberally construed in favor of the property owner".
 - a. The rights of individuals to have larger lots that align with their needs and desires should be honored and respected, however individuals who desire smaller lots to meet their desires and needs should be respected as well.
12. Wastewater impact fee analysis shows that post current expansion project there will be an estimated 1039 additional available connections.
13. Culinary impact fee analysis shows that post current expansion project there will be an estimated 580 additional available connections.
14. I ask that all aspects, points, and facts contained herein be specifically considered and addressed by the Planning and Zoning Commission and by the City Council prior to any vote cast regarding ordinance 2026-02 (amendment to title 10).

Regards,



Randy Strate

I'm Cerola. I just wanted to speak about the elephant in the room.

WATER. I noticed that four people were given subdivisions by Planning & Zoning, the minute Friends of Spring City, in the spirit of peace, withdrew their lawsuit against the City Council.

I hope immediately the City will act, and not give the impression that you are letting the people of Spring City and Friends of Spring City be taken advantage of.

The newspaper said yesterday that this will be the worst drought year in over a hundred years.

We have less than half of our expected snowpack up on the mountain.

But its not going to get better.

I hate to say it, but I don't trust Randy Strate to tell us how much water there is. Or the company that put in the sewer and water lines. They're just about money.

We're supposed to have a water plan. Part of our General Plan. This isn't going to be over soon. I just want to express my hope that the new City Council will do things right.

Get a water engineer, someone independent, and before we approve half acres, faucets, irrigation lines, sewer, we make sure that we have enough water for our town right now.

This is no joke. They're talking about limiting culinary water in some parts of the state, and we have one of the driest areas.

Please. Let's start doing things in order Mr. Mayor and not things behind closed doors.

One more thing, 3 years ago there were 300 wells that went dry! in Sanpete County. People had to drill 200 to 300 ft more. Mt Pleasant had to put a moratorium on drilling wells, that lasted a year or more. Why can't we do a Moratorium on the building of the subdivisions you have approved.
For the Record.

February 2026

Why the residents on and near 400 S. want and need it paved between 500 E & 700 E

- “Lots of dust, dirt, and mud. The pot-holes in the winter cause me to have to get my car realigned often. We need a speed limit sign also in that area because there are 19 children who live on this section of unpaved street.”
- “It’s a muddy, greasy, huge mess. I had to buy a special shovel just to shovel out the garage floor in a wheelbarrow every 3 days.”
- “Lots and lots of dust ... inside and out of our homes.”
- “DUST! And the ditch in front of our house needs to be back-filled. Even when people are driving 10 mph, the dust is terrible. I’ve seen people driving through Linda’s yard to avoid the pot-holes.”
- “It makes my business on the road hard for my clients, and less desirable.”
- “The condition of the road needs to be improved ... potholes filled, more road base, and watered down to reduce dust in the dry months. BIG DUST! The tires bring mud into the garage.”
- “The garage gets so much dirt and mud. Our kids use the road to ride bikes on. Cars cannot stop quickly enough on the dirt/road base to avoid an accident.”
- “It’s a CITY STREET. Families live on it. It’s bad.”
- “I HATE IT!”
- “I have to drive out of my way to avoid driving on that road because I dislike it so much.”
- “We cannot even open the windows in our house because the dust blows in.”
- “With all the traffic, big trucks and heavy equipment, the road base is nearly gone. It’s a dirty, dusty or muddy “road”. It’s a mess!”
- “Our child was cracking nuts on the concrete in front of the house. It was cold and she was trying to sit in the sunshine. Every car or truck which came by coated her with palpable dust. Sad. The dust created by big trucks going by is higher than the height of the house.”

We, the permanent residents of Spring City, UT living on 400 South between 500 East and 700 East request the road be paved.

Name:

Date:

1	<u>Linda Q. Phillips</u>	<u>2/2/26</u>
1	<u>Alyson Phillips</u>	<u>2/2/26</u>
1	<u>Samuel D Shaffer</u>	<u>2/2/26</u>
11	<u>Caden Walker & Tori</u>	<u>2/2/26</u>
11	<u>Scott & Jessica Drew (sick)</u>	<u>2-2-26</u>
11	<u>Tom Seegmiller & Stephanie</u>	<u>2-2-2026</u>
1	<u>Kathy Chadwick</u>	<u>2-2-26</u>
1	<u>NEIL CHADWICK</u>	<u>2-2-26</u>
11	<u>Clayton Krebs & Britany</u>	<u>2-2-26</u>
1	<u>Janae Krebs</u>	<u>2/4/26</u>
1	<u>Cody Krebs</u>	<u>2/4/26</u>

We, the permanent residents of Spring City, UT living on 400 South between 500 East and 700 East request the road be paved.

Name:

Date:

1	<u>Caroline Colares Pearson</u>	<u>2/3/2026</u>
11	<u>Glenn & JoAnn Fenn</u>	<u>2/3/2026</u>
11	<u>Ted and Libbie Hinckley</u>	<u>2/3/2026</u>
1	<u>Cassandra Haddock</u>	<u>2/3/2026</u>
1	<u>Steven Haddock</u>	<u>2/3/2026</u>
1	<u>Connie Hooley</u>	<u>2-3/2026</u>
1	<u>Boyd Hooley</u>	<u>2-3-2026</u>
1	<u>Claudia Hunter</u>	<u>2-3-26</u>
1	<u>Rick Trotter</u>	<u>2/3/26</u>

SPRING CITY INAUGURAL FATHER'S DAY CAR SHOW

COMMITTEE UPDATE

COMMITTEE: Gary Allen, Jhan Miller, Mark Allen, Aaron Osborne, City Council Liaison, Alicia King, Selicia McKay, Shawn Draney, David and Becky Fellhauer

EVENT DURATION: 10:00 am to 3:00 pm

COMMENT BOX: A box will be placed at the registration desk for any and all comments.

VENDORS: Becky and David Fellhauer are on hand representing the Main Street Alliance to enlist and organize local merchants and crafters. Sheryl Bartholomew and Jim Baker are helping to recruit and organize local artists

FOOD TRUCKS: The Sanpete Sandwich Company has committed. We are seeking 3 more.

ENTRANT CLASSES: There will be no defined classes, per se, other than Best of Show and Rodder's Choice and People's Choice

JUDGES: There will be no 'official' judging. All choices will be by category and chosen as follows: Best of Show- all entrants/ Rodder's Choice- all entrants/ People's Choice-all attendees/ Mayor's Pick- Mayor/ Police Chief Pick- Police Chief/ Fire Chief Pick- Fire Chief/ Power Dept. Pick- Power Superintendent/ Water Dept. Pick- Water Superintendent/ City Treasurer Pick- Treasurer/ City Recorder Pick- Recorder/ Ladie's Pick- all ladies in attendance/ Men's Pick- all men in attendance/ Friends of Historic Spring City Pick- Designated Representative/ Main Street Alliance Pick- Designated Representative/ Tween Pick- all 13 to 19 year olds in attendance/ Kid's Pick- all 12 and under kids in attendance

AWARDS: Made (and donated) by local car enthusiasts. To date- Mike Ellison, Blue Lewallen, Jay Nelson, Gordon Roberts. Working with 3 others. So far, we have 11 finished awards. 6 more expected.

DJ: Howard Western. We will schedule him to attend a future meeting to get acquainted with the committee, field questions, tour the park and plan the event with him.

ENTRANT KIT: Potentially a registration form, a small fire extinguisher, a medallion, key chain, t-shirt, raffle ticket and (?)

RAFFLE: Committee members to solicit donations in the form of financial support or merchandise from local merchants. Possibly car art manufactured and donated by local artists to benefit the Car Show.

QUILT RAFFLE: The Horseshoe Mountain Quilt Guild is donating 2 queen quilts and 3 or 4 lap quilts. They will be raffled separately and displayed by the Quilt Guild. Proceeds will be donated for the benefit of the Car Show.

ADVERTISING: Through the City website and newsletter. Articles posted in the Sanpete Messenger. Posters will be placed in local businesses. Flyers will be distributed at local car shows. List show on Utah Car Czar. Post event on Facebook pages of FOHSC and MSA (incl. posting on their respective websites?). And, of course, word of mouth. Working on art and formatting for flyers, poster, a tri-fold brochure and a registration form. Plus, T-shirt art.

HOT WHEELS RACES: Available to all attendees. Must purchase a new in-the-box car which will be made available at the show. Separate awards of 1st place, 2nd place and 3rd place

KIDS ACTIVITIES: Selicia McKay will coordinate & advise. To date- 2 bounce houses, face painting and corn hole.

FACILITIES: Use of City Park, Pavillion and Restrooms Provided by City (possible use of ball field for overflow?)

PHOTOGRAPHY: Corey Madsen has graciously volunteered his services

POST SHOW MAIN STREET DRAG: TBD?

ROUGH PRELIMINARY BUDGET

CITY ALLOWANCE:		\$1,500.00
INCOME: Entry Fee- @ \$20/Car x 40		\$800.00
Sponsors- (20 @ \$40)		\$800.00
EXPENSES: Medallion	\$700.00	
Keychain	\$200.00	
Dash Plaques	\$200.00	
T-Shirts	\$500.00	
Advertising	\$200.00	
Flyers	\$200.00	
Brochure	\$200.00	
DJ	\$500.00	
Bounce Houses	\$400.00	

COPY

**RESOLUTION 2024-19
Planning Commission Member**

A Resolution to appoint one Planning Commission Member to the Spring City Planning and Zoning Commission.

Whereas, The Spring City Council has found that the Planning Commission needs a new Commission member due to the vacancy of a member; and

Whereas, the Spring City Council sees the need to appoint a new Planning Commission Member for the Spring City Planning Commission.

Now, therefore, the Spring City Council appoints **Andrew Skousen**, who has been an alternate, to fill the vacant Planning Commission position for the end of the term.

The above Resolution was introduced in writing and read in full by the Spring City Council Member, Marty McCain, and pursuant to the motion of Council Member _____ and seconded by Council Member _____ was adopted this the 5th day of February 2026 and shall go into effect immediately.

Paul Penrod, Mayor of Spring City

Attest:

Ruth Ann McCain, Recorder Spring City

Term expires: December 5, 2029

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COOPERATIVE AGREEMENT

This Cooperative Agreement (the “Agreement”) is made and entered into this ____ day of _____ 2026 (the “Effective Date”), by and between the Utah Division of Forestry, Fire and State Lands (“FFSL”) and _____ (the “Participating Entity”). FFSL and the Participating Entity may sometimes be referred to in this Agreement individually as a “Party” or, collectively, as the “Parties.”

RECITALS

- A. Pursuant to Utah Code Section 65A-8-203, this Agreement is required for a county, municipality, or certain other Eligible Entities and the State of Utah, by and through FFSL, to cooperatively discharge their joint responsibilities for protecting non-federal land from wildland fire.
- B. The Participating Entity is a county, municipality, or other Eligible Entity, as defined in Section I of this Agreement.
- C. The Participating Entity is eligible to enter into a Cooperative Agreement under Utah Administrative Code R652-121 and R651-122.
- D. FFSL provided to the Participating Entity, and the Participating Entity signed and returned to FFSL, the Annual Participation Commitment Statement before the Effective Date of this Agreement.
- E. The fire department or equivalent fire service provider under contract with, or delegated by, the Participating Entity on unincorporated land meets minimum standards for wildland fire training, certification, and suppression equipment based upon nationally accepted standards, determined by FFSL.

AGREEMENT

I. Definitions

For the purposes of this Agreement:

- 1. “Annual Participation Commitment Report” means a report prepared by the Participating Entity, detailing the expenditures and activities conducted in compliance with the Participation Commitment during the past calendar year.
- 2. “Annual Participation Commitment Statement” means a statement, signed by both FFSL and the Participating Entity, detailing both the monetary value of the Participation Commitment for the upcoming calendar year and the detailed activities the Participating Entity plans to perform to fulfill their Participation Commitment for that year.
- 3. “Catastrophic Wildfire” means wildland fires whose size and intensity cause significant impacts to State and local economies, critical infrastructure, the environment, and private landowners.

4. “Cooperative Agreement” means the same as the term is defined in Utah Administrative Code R652-1-200.
5. “Delegation of Fire Management Authority” means the acceptance by FFSL of responsibility for:
 - i. Managing a wildfire; and
 - ii. The cost of fire suppression, as described in Utah Code Section 65A-8-203.
6. “Direct Expenditure” means funds spent by a Participating Entity to implement wildland fire prevention, preparedness, or mitigation efforts both agreed to between the Parties and approved by FFSL.
7. “Direct Payment” means an alternative method of meeting all, or part, of the participation commitment by paying FFSL directly, as identified in Utah Code Section 65A-8-203.
8. “Director” means the division director of FFSL.
9. “Eligible Entity” means the same as the term is defined in Utah Code Section 65A-8-203.
10. “Extended Attack” means actions taken in response to wildland fire after Initial Attack.
11. “Firefighter” means an individual trained in wildland firefighting techniques and assigned to a position of hazardous duty.
12. “Initial Attack” means actions taken by the first resources to arrive at any wildland fire incident, including—without limitation—size-up, patrolling, monitoring, holding action, or aggressive suppression action.
13. “In-Kind Activity” means an activity for wildland fire prevention, preparedness, or mitigation efforts both agreed to between the Parties and approved by FFSL. The value of an In-Kind Activity shall be determined by using the rate calculated by the Independent Sector, <https://www.independentsector.org/>.
14. “Minimum Billing Threshold” means the dollar value of expenses not charged to the Participating Entity but incurred by FFSL, on behalf of the Participating Entity, on Initial Attack prior to Delegation of Fire Management Authority.
15. “Participation Commitment” means prevention, preparedness, and mitigation actions and expenditures, including those identified in an FFSL-approved CWPP or equivalent wildland fire preparedness plan, undertaken by a Participating Entity to reduce the risk of wildland fire and meet the intent of Utah Code Sections 65A-8-202 and 65A-8-202.5.
16. “Participating Entity” means an Eligible Entity with a valid Cooperative Agreement.

II. Term.

1. The term of this Agreement shall be five (5) years from the Effective Date.

III. Participation Commitment.

1. Annual Statement.
 - a. FFSL shall send the Participating Entity an Annual Participation Commitment Statement at least three (3) months in advance of the end of each calendar year during the term of this Agreement.
 - b. Upon receipt of an Annual Participation Commitment Statement, the Participating Entity shall complete the annual plan portion of the Annual Participation Commitment Statement outlining the actions it intends to take that address the wildfire threat. Within sixty (60) days of receipt of an Annual Participation Commitment Statement, the Participating Entity shall send the completed annual plan to FFSL for review and approval.
 - c. Upon receipt of the Participating Entity's annual plan, FFSL shall review the annual plan. FFSL may request additional information before approving the annual plan. Upon FFSL's approval of the annual plan, FFSL shall sign and send the Annual Participation Commitment Statement to the Participating Entity for signature.
 - d. Upon receipt of the signed Annual Participation Commitment from FFSL, the Participating Entity's chief executive shall sign and return the fully executed Annual Participation Commitment Statement to FFSL by the deadline provided. In the event the Participating Entity fails to sign and return the Annual Participation Commitment Statement by the deadline provided, this Agreement will terminate at the conclusion of the last calendar year in which the Participating Entity complied with this requirement.
2. Fulfillment.
 - a. The Participating Entity shall meet its Participation Commitment, as determined by FFSL, pursuant to Utah Administrative Code R652-122.
 - b. The Participating Entity shall meet its Participation Commitment through direct expenditures, direct payment, in-kind activities, or any combination of the three that are mutually agreed upon by the Parties.
3. Consultation.
 - a. The Participating Entity may consult with FFSL to identify valid Participation Commitment actions and activities, based on the Participating Entity's FFSL-approved CWPP or equivalent wildfire preparedness plan.
4. Accounting.
 - a. The Participating Entity shall account for its respective Participation Commitment activities and expenditures through the Utah Wildfire Assessment Risk Portal ("UWRAP").

- b. Beginning January 1, 2025, all qualifying Participation Commitment expenditures and activities count toward the Participating Entity's first full-year Participation Commitment.
- c. The value of Participation Commitment expenditures and activities may, with approval of FFSL, carry-over to the next calendar year.
- d. With the Director's approval, or approval of a designee, the value of capital improvement actions may carry-over for up to five (5) years and the value of non-capital improvement actions may carry-over for up to three (3) years.
- e. The Participating Entity must receive written approval from the Director, or designee, before pursuing carry-over for a specific action or activity under this Section III(4).
- f. Amounts reported annually in excess of Participation Commitment do not carry-over without written approval from the Director, or designee, under this Section III(4).

5. Reporting.

- a. The Participating Entity shall record and account for its Participation Commitment actions and expenditures in UWRAP.
- b. The Participating Entity shall provide an annual accounting of its activities and expenditures to FFSL for review and approval in the manner and form specified by FFSL.
- c. The Participating Entity shall account for, track, and report any year-to-year carry-over under Section III(4) of this Agreement in UWRAP.
- d. FFSL may review and verify records related to the Participating Entity's Participation Commitment at any time.
- e. FFSL may reject records related to the Participating Entity's Participation Commitment deemed by FFSL to be unverifiable, incorrect, or not approved in the Participating Entity's signed Participation Commitment Statement.

6. Calculation.

- a. FFSL shall calculate the Participation Commitment based on a wildfire risk assessment by acres (the "Risk Assessment"), conducted by FFSL, and the historic fire cost average ("Fire Cost Average") in the Participating Entity's jurisdiction, pursuant to Utah Administrative Code R652-122.
- b. The Risk Assessment calculation shall be adjusted for inflation using the Consumer Price Index.
- c. FFSL shall calculate the Fire Cost Average based on historic suppression costs accrued within the Participating Entity's jurisdiction. The Fire Cost Average shall only include wildland fire suppression costs accrued and paid by FFSL on behalf of a Participating Entity within the Participating Entity's jurisdiction. The

Fire Cost Average may include State-paid costs after Delegation of Fire Management Authority and Transfer of Fiscal Responsibility has occurred within the Participating Entity's jurisdiction.

- d. The Fire Cost Average shall be calculated on a rolling, ten-year average, dropping the highest and lowest cost years and adjusting for inflation using the Consumer Price Index. Each ten-year average shall contain eight data points.

7. Appeals.

- a. Where permitted by Utah Administrative Code R652-122 and within ninety (90) days of the occurrence, the Participating Entity may appeal a decision regarding its Participation Commitment by submitting to the Director a written appeal that states the reasons for the appeal.

IV. Initial Attack.

1. The Participating Entity shall have primary responsibility for Initial Attack ("IA") on all nonfederal lands within the response area of the Participating Entity or within the response area of any delegee of the Participating Entity.
2. IA may include different resources based on fire danger, fuel type, values to be protected, and other factors.
3. Pursuant to Utah Code Sections 65A-8-202–202.5 and in accordance with this Agreement, FFSL shall determine reasonable and effective wildfire IA by verifying that the Participating Entity has adequate resources and equipment to manage IA.
4. The Participating Entity shall have financial responsibility for all IA costs within its jurisdiction, other than aviation costs.
5. FFSL shall have financial responsibility for all IA aviation costs.

V. Delegation of Fire Management Authority and Transfer of Fiscal Responsibility.

1. Delegation of Fire Management Authority and the transfer of fiscal responsibility to FFSL for a wildland fire shall occur simultaneously with one of the following events:
 - a. The involvement of state-owned or federally-owned lands in the wildland fire;
 - b. The order, beyond pre-planned dispatch, of firefighting resources through an Interagency Fire Center;
 - c. The request of the Participating Entity with jurisdiction through its local fire official on scene with authority to do so; or
 - d. The decision of the Director, after consultation with local authorities.
2. Upon Delegation of Fire Management Authority to FFSL, FFSL, or its designee, shall be the primary incident commander in a unified command environment with the agency having jurisdiction.

3. Deployment of aviation assets on pre-planned dispatch, as established by the State, does not cause an automatic Delegation of Fire Management Authority.

VI. Extended Attack.

1. Immediately upon Delegation of Fire Management Authority, the incident commander shall record a timestamp via radio with the Interagency Fire Center servicing the incident.
2. The Crew Time Report (“CTR”) or Shift Ticket of all resources not covered by a no-cost local agreement, such as an automatic aid system or other inter-local agreement, shall also reflect the timestamp recorded in Section VI(1).
3. Immediately upon Delegation of Fire Management Authority, a new CTR or Shift Ticket shall be started for all resources to be used in the Extended Attack.
4. All incident commanders named on the incident organizer shall sign delegation documentation. Resource needs shall be reevaluated in the transition from IA to Extended Attack.
5. Upon Delegation of Fire Management Authority, and if the Participating Entity is compliant with relevant statutes, regulations, and the terms of this Agreement, FFSL shall be financially responsible for wildland fire suppression costs incurred beyond IA.

VII. Wildland Fire Response Training and Certification.

1. The Participating Entity shall ensure Firefighters providing IA within the Participating Entity’s jurisdiction are trained in NWCG S130 Firefighter Training and S190 Introduction to Wildland Fire Behavior.
2. The Participating Entity shall ensure firefighters providing IA within the Participating Entity’s jurisdiction have completed RT130 Annual Fireline Safety Refresher Training prior to each statutory “closed fire season,” as defined in Utah Code Section 65A-8-211.
3. Upon Delegation of Fire Management Authority, FFSL may release from IA, or reassign to other firefighting duties, any Firefighter not certified as a NWCG Wildland Firefighter II.

VIII. Wildland Fire Response Equipment Standards.

1. The Participating Entity shall ensure engines, water tenders, hand tools, and water handling equipment used for response to wildland fire on nonfederal land within the Participating Entity’s jurisdiction meet the National Wildfire Coordinating Group standards and, if applicable, the FFSL Fire Department Manual standards.

IX. Wildland Fire Cost Recovery Actions.

1. Pursuant to Utah Code Title 65A and Utah Administrative Code R652, and when an investigation reasonably shows a person or persons started a wildfire by acting in a negligent, reckless, or intentional manner, the Participating

Entity shall initiate a civil action to recover all wildland fire costs incurred for a particular wildland fire (“Cost Recovery Action”), except for when Delegation of Fire Management Authority has occurred. FFSL may assist the Participating Entity in a Cost Recovery Action under this Section IX(1).

2. The Participating Entity shall notify FFSL once it has initiated a Cost Recovery Action.
3. If the Participating Entity recovers from a Cost Recovery Action, the Participating Entity shall provide to FFSL documentation verifying wildland fire costs by the Participating Entity and the legal costs incurred for the Cost Recovery Action.
4. The Participating Entity may retain costs recovered up to and not exceeding its incurred wildland fire costs—including legal fees in pursuing the Cost Recovery Action. All other recovered costs shall be tendered to FFSL for distribution amongst other entities with incurred suppression costs.
5. The value of costs incurred and recovered by the Participating Entity may reduce the Participating Entity’s Historic Fire Cost Average and Participation Commitment.
6. FFSL may initiate a Cost Recovery Action at any time, including when Delegation of Fire Management Authority has occurred and upon notice by the Participating Entity under Section IX(4).

X. Probation Status.

1. At the end of each calendar year, FFSL shall review the Participating Entity’s compliance with the terms of this Agreement.
2. If the Participating Entity is out of compliance, FFSL shall place the Participating Entity on “Probation Status” and provide the Participating Entity with a “Probation Notice” including:
 - a. Notice of the Probation Status;
 - b. The reason for the Probation Status;
 - c. The action(s) the Participating Entity must take to remedy the Probation Status; and
 - d. The time frame within which the Probation Status may be remedied.
3. If the reason for the Probation Status is the Participating Entity’s failure to fulfill its Participation Commitment for the previous calendar year:
 - a. The Participating Entity shall fulfill its Participation Commitment for the previous year and its Participation Commitment for the current calendar year within the Probation Notice time frame;
 - b. FFSL shall credit the Participating Entity’s Participation Commitment expenditures and actions toward the Participating Entity’s outstanding obligation before it may credit the expenditures and actions toward the current obligation;
 - c. FFSL may, based on evidence of a good faith effort to comply with Section X(3)(a) and at the sole discretion of FFSL, extend the

- Probation Notice time frame if the underlying noncompliance is not timely remedied; and
- d. FFSL shall lift the Probation Status if the underlying noncompliance is remedied within the Probation Notice time frame.
4. If the reason for the Probation Status is the Participating Entity's noncompliance with one or more terms of this Agreement, apart from a failure to fulfill its Participation Commitment:
 - a. The Participating Entity shall remedy the underlying noncompliance that led to the Probation Status within the Probation Notice time frame;
 - b. FFSL shall lift the Probation Status if the underlying noncompliance is remedied within the Probation Notice time frame; and
 - c. FFSL may, pursuant to Section XI, revoke this Agreement if the underlying noncompliance is not remedied within the Probation Notice time frame.
 5. For the duration of the Probation Status, this Agreement remains valid.

XI. Revocation.

1. FFSL may revoke this Agreement by providing written notice to the Participating Entity no later than forty-five (45) days from the start or end of the statutory fire season, as defined in Utah Code Section 65A-8-211.
2. If the Participating Entity signed and returned the Annual Participation Commitment Statement to FFSL, a revocation by FFSL shall be effective in the calendar year following the year the Annual Participation Commitment Statement was signed and returned.
3. The Participating Entity may revoke this Agreement by:
 - a. Providing written notice to FFSL of its intent to revoke this Agreement; or
 - b. By failing to sign and return the Annual Participation Commitment Statement to FFSL, unless a written extension for return has been granted by FFSL.
4. Any revocation of this Agreement is considered a termination of the Agreement.
5. If either FFSL or the Participating Entity revokes this Agreement, the Participating Entity may only enter into a new CWS cooperative agreement with FFSL if the Participating Entity meets the requirements under Utah Administrative Code R652-121 and the Participating Entity pays FFSL all outstanding wildland fire suppression costs in full.
6. If FFSL revokes this Agreement after the Participating Entity was placed on Probation Status, the Participating Entity shall be responsible for all costs of wildland fire suppression incurred by FFSL within the Participating Entity's jurisdiction from the date of the Probation Notice to the revocation of this Agreement.

7. A revocation of this Agreement by FFSL may be informally appealed to the Director within thirty (30) days of the notice of revocation being provided.

XII. Renewal, Amendment, and Compliance with Applicable Laws.

1. If neither FFSL nor the Participating Entity revoke this Agreement under Section XI, this Agreement may renew for a consecutive five (5) year term.
2. There is no renewal limit.
3. The terms of this Agreement may be amended at any time by written agreement, signed by the Parties.
4. The terms of this Agreement shall be subject to and, at the end of each five (5) year term, amended as necessary to comply with Utah Code Title 65A and Utah Administrative Code R652.
5. This Agreement is made pursuant to the provisions of all applicable laws and subject to the rules and regulations of the departments and agencies of the State of Utah presently in effect and to such laws, rules, and regulations as may be hereafter promulgated.

XIII. Community Wildfire Preparedness Plan.

1. The Participating Entity shall adopt a Community Wildfire Preparedness Plan (“CWPP”) or, subject to FFSL’s approval, equivalent wildland fire preparedness plan.
2. Following adoption, the Participating Entity shall update the CWPP or equivalent wildland fire preparedness plan at least every five (5) years initial adoption from initial adoption.
3. The Participating Entity shall implement prevention, preparedness, and mitigation actions identified in its CWPP or equivalent wildland fire preparedness plan.

XIV. Wildland Urban Interface.

1. The Participating Entity has adopted the Utah Wildland Urban Interface Code, as defined in Utah Code Section 65A-8-401.
2. The Participating Entity shall annually report on enforcement of the wildland urban interface building standards adopted by the Participating Entity.
3. If the State adopts a different version of the Code, the Participating Entity shall adopt within two years the same version of the Code.
4. The Participating Entity designates the following position as responsible to enforce the WUI code: _____.
5. The Participating Entity shall provide to FFSL the map of the zone where the wildland urban interface building standards are enforced. If the Participating Entity makes changes to the map they shall provide to FFSL the current map within 90 days of adoption.
6. The Participating Entity shall comply with all statutes, regulations, policies, and other requirements relating to wildland urban interface property.

7. If the Participating Entity chooses to perform lot assessments under the High Risk Wildland Urban Interface program, they must do so in accordance with policy established by FFSL.

XV. Miscellaneous.

1. This Agreement is governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
2. At all times during this Agreement, the Participating Entity shall comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
3. The Participating Entity shall be fully liable for the actions of its agents, employees, officers, and partners and shall fully indemnify, defend, and hold harmless FFSL and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of the Participating Entity's performance of this Agreement to the extent caused by any intentional wrongful act or negligence of the Participating Entity, its agents, employees, officers, or partners, without limitation; provided, however, the Participating Entity shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the fault of FFSL. In the event there is a conflict between this provision and Utah Code Sections 65A-8-101-403 or other provisions of State law, State law shall govern. The Parties are governmental entities under the Utah Governmental Immunity Act (the "Immunity Act"). Nothing contained herein shall be construed in any way to modify the limits of liability set forth in the Immunity Act or the basis for liability as established in the Immunity Act. Nothing contained herein shall be construed as a waiver by any Party of any defenses or limits of liability available under the Immunity Act and other applicable law. The Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.
4. The Participating Entity agrees to abide by the following federal and State employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the workplace. The Participating Entity further agrees

- to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of the Participating Entity's employees.
5. The Participating Entity may not assign, sell, transfer, subcontract, or sublet rights, or delegate any right or obligation under this Agreement, in whole or in part, without the prior written approval of FFSL.
 6. A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege. No waiver of any term of this Agreement is valid unless in writing.
 7. The invalidity or unenforceability of any provision, term, or condition of this Agreement shall not affect the validity or enforceability of any other provision, term, or condition of this Agreement, which shall remain in full force and effect.
 8. This Agreement may only be modified by the mutual written agreement of the Parties. If modified, the modification will be attached and made part of this Agreement.
 9. This Agreement, constitutes the entire agreement between the Parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
 10. In the event of any conflict or disagreement between this Agreement and any applicable statute or regulation, the statute or regulation shall control.

SIGNATURES ON FOLLOWING PAGE

UTAH DIVISION OF FORESTRY, FIRE AND STATE LANDS

FFSL Area Manager Signature Name Date

State Forester/Division Director Signature Name Date

PARTICIPATING ENTITY

Chief Executive Signature Name Date

**APPROVED AS TO FORM
UTAH ATTORNEY GENERAL'S OFFICE**



Connor Arrington (Jan 15, 2026 13:27:10 MST) **Connor Arrington** **01/15/2026**
Assistant Attorney General Signature Name Date

Cooperative Wildfire System **NEW FOR 2025**



DIRECT PAYMENT

Utah Code 65A-8-203 (4)(d)

CWS Participating Entities have the option in 2025 to pay the division directly for their annual participation commitment. This may be helpful for entities with low wildfire risk or entities that are behind on their participation commitment. Direct payments received by the division are added to the state's Wildland Urban Interface Prevention, Preparedness, and Mitigation fund are to be distributed statewide.

FIRE HISTORY COSTS

Utah Administrative Rule R652-122

The calculation for wildland fire suppression costs will only include "non-federal" acres. This impacts all participating entities that have historic fires that include federal land. Historic fire costs have been recalculated for the previous 10 years, and annual participation commitment statements will be adjusted accordingly. For many participating entities, this will result in increases to participation commitment.

NEW COOPERATIVE AGREEMENT

The new agreement will reflect legislative and policy changes to CWS. A new Cooperative Agreement to participate in CWS will be released in the 4th quarter of 2024.

WILDFIRE RISK ASSESSMENT

Utah Code 65A-8-203 (8)(c)

The Wildfire Risk Assessment costs are now adjusted for inflation using the Consumer Price Index. These adjustments will be reflected on annual participation commitment statements.

Cooperative Wildfire System *Guidelines for PC Actions*



PREVENTION PREPAREDNESS MITIGATION

RECOMMENDED ACTIONS:

- Thinning of hazardous fuels.
- Prescribed fire of hazardous fuels.
- Trails that create a fuel break.
- Community chipping events.
- Maintenance of previous fuel reduction projects.
- Equipment used for fuel reduction.

RECOMMENDED ACTIONS:

- Wildland firefighter training beyond the minimum.
- Wildland fire apparatus, equipment and PPE.
- Improved communication systems for wildfire response.
- Improving ingress/egress for WUI areas.
- Secondary water systems for wildfire suppression.
- WUI lot assessments inspecting defensible space.

RECOMMENDED ACTIONS:

- Wildfire educational material purchases.
- Ready, Set, GO! program delivery.
- Wildfire prevention media campaigns.
- Open houses with wildfire prevention messaging.
- Law enforcement patrols for burn permits and fire restriction enforcement.

ACTIONS NOT ALLOWED:

- Initial attack costs on wildfires (including maintenance).
- Mitigation that produces a profit for the PE.
- Activity funded by other state funds or state-administered federal funds.
- State or federal costs for trainings.
- Salaries of employees (excluding time on specific actions).

This list is not comprehensive, so please work with your local FFSL Area Manager when planning for projects not addressed here.

DRAFT

**SPRING CITY
ORDINANCE 2026-02**

AMENDMENTS TO TITLE 10: ZONING REGULATIONS

WHEREAS, Spring City Council has chosen to make amendments to Title 10 to restore the 1.06 acre minimum lot size throughout the city and make certain other changes; and

WHEREAS, A Public Hearing was held on the evening of _____, 2026 followed by a meeting of the City Council on _____, 2026 at which the amendments were considered for adoption; and

WHEREAS, following the Public Hearing and at a subsequent meeting of the City Council, the City Council adopted a resolution to approve the originally proposed ordinance [as modified by amendments approved by the City Council] as set forth below;

NOW THEREFORE, be it ordained by the Council of the Spring City, in the State of Utah, as follows: be it ordained by the Council of the Spring City, in the State of Utah, as follows:

SECTION 1: AMENDMENT “10-1-3 DEFINITIONS” of the Spring City Municipal Code is hereby *amended* as follows:

AMENDMENT

10-1-3 DEFINITIONS

Unless otherwise specifically stated within the text of this title, the following definitions shall be those referred to herein and shall be considered a part of this title:

ACCESSORY STRUCTURE: A detached subordinate building clearly incidental to and located upon the same lot occupied by the main building. Unless an accessory structure meets applicable "conditional use" requirements, it cannot be a dwelling. Accessory structures most commonly include, but are not limited to, detached garages, storage sheds, storage containers, carports, greenhouses, gazebos, pavilions, barns, coops, and the like. No accessory building or group of buildings in any residential zone shall cover more than twenty five percent (25%) of the remaining yard after reducing the available yard size for the applicable setbacks. Accessory structures must comply with existing setback ordinances and zoning permit requirements.

APARTMENT: Any single-family dwelling or any apartment style single-family residence separate from or attached to a commercial building which is used as rental property.

ASSISTED LIVING: Assisted living dwellings are for persons in need of partial or constant medical or physical care. Types of dwellings where such help is available are multiple-unit

nursing home, senior citizen, and/or multiple-unit assisted living dwellings.

BED AND BREAKFAST: A bed and breakfast (B&B) establishment is any single residence dwelling equipped with and providing short term sleeping and meal accommodations for tourists or like traveling persons. For conditions and specifications of a B&B see SCMC 10-6A-3.

BUFFER ZONE: See SCMC Section 10-1-4 Paragraph 6.

BUSINESS: Any and all activities engaged in for the purpose of gain or economic profit. This definition shall include, but is not limited to, the sale of tangible personal property at retail or wholesale, the manufacturing of goods or property and the rendering of personal services for others for a consideration by persons engaged in any profession, trade, craft, business, occupation or other calling. The acts of employees rendering service to employers shall not be included in the term business, unless otherwise specifically provided.

CONDOMINIUM: The individual ownership of a single unit in a multi-unit project, together with an undivided interest in common in the common areas and facilities of the property.
DEVELOPER: Any person or entity who applies for any land use approval under this Title, or engages in “development activity” as defined in U.C.A. 10-9a-103 (2021), as may be amended from time to time.

COMMERCIAL BUSINESS: Any business enterprise conducted within any commercial zone. Commercial businesses are only allowed in LC-1 light commercial zone, LI-1 light industrial zone, and RVP-1 recreational vehicle park zone (consult zoning regulations in this title for activities allowable in any particular zone). With the exception of a B&B (see SCMC 10-6A-3) and home businesses (see SCMC 3-1-13, "Home Businesses" for activities allowable in residential zones), no business enterprises shall be allowed in any residential zone.

DOMESTIC EMPLOYEE: A person who provides household services to an individual or family. Examples include, but are not limited to, caretakers, house sitters, maids, housekeepers, nurses, gardeners, nannies and the like.

EMPLOYEE: Any persons employed by the operator, owner or manager of a place of business in any capacity and also any salesperson, agent or independent contractor engaged in the operation of the place of business in any capacity. The husband, wife, son, daughter, father and/or mother of the operator, owner or manager of a place of business shall not be classified as an employee in the event that said relative is working at the place of business.

GENERAL PLAN: The general plan recommended by the planning and zoning commission and adopted by the city council (after appropriate public hearings) outlining the direction the physical as well as the philosophical development of Spring City should attempt to follow. The general plan required under U.C.A. 10-9a-401 is known as the Spring City Master Plan.

GUESTHOUSE, DETACHED: Any single-family apartment style dwelling detached and separate from but found on the same lot as an existing residence. Such guesthouses are

allowable in residential zones and, if new construction, shall not exceed a total maximum floor area of all habitable stories of 1000 square feet, with no single floor having more than six hundred and fifty (650) habitable square feet. If there are conversions of existing structures, this size limitation may be waived. They may be constructed with bathroom and kitchen facilities but shall not be used as rental apartments, except as otherwise specifically allowed in the SCMC. There shall be no more than one (1) guesthouse (whether a Guesthouse, Internal or a Guesthouse, detached) per buildable lot in any zone.

GUESTHOUSE, INTERNAL: Any single-family apartment style habitable building added to or created within a primary single-family dwelling and contained on one lot. A Guesthouse, Internal may be used as a rental apartment, subject to the provisions of this Title.

HISTORIC DISTRICT: An area located on the Main Street extending halfway through each block east to west and from 5th Street North to 5th Street South. This district is not a usage zone but an "overlay" of whatever usage zone may fall within.

HISTORIC STRUCTURE: Any structure 50 years or older or any structure having a historical significance such as monuments, bridges, cemeteries, etc.

HOME BUSINESS: Any business enterprise conducted within a dwelling or adjacent structures located on the same premises and carried on by persons residing in the dwelling unit. Excepting farming or other agricultural business enterprises, owners of all business enterprises in residential zones must obtain a home business license and comply with the conditions of this title and SCMC 3-1 prior to operating any such business. Such a business use shall be clearly incidental and secondary to the dwelling use and shall not change the character of such dwelling or the residential neighborhood (see SCMC 3-1-13, "Home Businesses" for activities allowable in residential zones).

HOME FOR DELINQUENT TEENAGERS: Any detention resident dwelling where two (2) or more delinquent teenagers are placed as wards of the state or by order of the court system. Said detention home, center, or dwelling shall not be allowed in any zone in Spring City.

MAJOR STRUCTURE: A dwelling (home), large barn, commercial building, public building or like structure.

MANUFACTURED OR MODULAR HOME: A manufactured or modular unit home, unlike mobile homes, does not have permanently attached axles for wheels and are designed for permanent foundations. Only those manufactured after June 1976, meet the HUD standards and must have a certificate of the same to be allowed in this city or county (see county codes). They have a minimum size requirement, are required to be placed on a normal size building lot, they have a normal pitched roof, with a permanent foundation, permanent utility hookups, and meet minimum health, fire, and safety codes.

MOBILE HOME: A transportable factory built housing unit. It generally has a flat roof, attached axles for wheels, nonpermanent hookups for utilities, is not designed for a permanent foundation, and is small in size (under 900 square feet). Mobile homes are only allowed in the

Mobile Home Zone R3. Those built prior to June 1976, do not meet HUD certified manufacturing standards and are not allowed in this county (see county codes).

MODERATE INCOME HOUSING: Refers to residential dwellings for rent that moderate income families can afford to rent. The state of Utah requires cities to make a percentage of such housing available to residents.

NONCONFORMING USES: Occupancy or use of any building, structure, or land within the city prohibited by provisions of this title, but which lawfully existed prior to the effective date hereof. This includes residential, commercial, industrial, and public structures occupied or vacant at the time of adoption of these provisions.

PLACE OF BUSINESS: Each separate location maintained or operated by any business licensee within the city from which business activity is conducted or transacted.

~~PROTECTED HISTORIC ZONE: That area within the city limits that is located within an area description as follows:~~

- ~~A: Starting at the corner of 600 North and 400 East, thence South along 400 East to the corner of 400 East and 500 South, thence West along 500 South to Main Street, thence North along Main Street to 400 South, thence West on 400 South to 150 West, thence North along 150 West to 400 North, thence East along 400 North to 50 West, thence North along 50 West to 600 North, thence East along 600 North to point of beginning.~~
- ~~B: No new R-3 or R-MF Zones are allowed in the Protected Historic Zone. The minimal buildable lot size will be 1.06 acres in this zone unless previously split and grandfathered.~~

RV PARK: This is an area established for temporary (a maximum of 30 consecutive days within any 90 day period) parking of recreational vehicles (RVs) which for this zone only (recreational vehicle park zone) are defined as camper type trailers, motor homes, truck borne campers, or the like.

RECREATIONAL VEHICLES (RVs): Camp trailers, motor homes, pickup campers, boats and/or their trailers, four-wheelers and/or their trailers, snowmobiles and/or their trailers, motorcycles and/or their trailers, flatbed trailers, converted pickup bed trailers, camp wagons, buggies, carts, and all similar type vehicles.

SPRING CITY RESIDENT: A resident of Spring City is anyone who owns or rents a home in Spring City and resides full time.

SUBDIVISION: Any plot or parcel of land which is divided into two (2) or more plots or parcels of land having no less than 1.06 acres per parcel. ~~in the case of land within the Protected Historic Zone and no less than 0.5 acres per parcel in the case of land outside the Protected Historic Zone~~ Lots containing less than the required minimum acreage, unless grandfathered, are unbuildable.

TEMPORARY USE PERMIT: A permit required to engage in any temporary business enterprise or other activity using public rights of way or conditional use of public or private property in any zone such as: motion picture production permits, carnivals, circuses, fireworks displays or stands, Christmas tree lots, promotional displays, political rallies or campaign headquarters, large (over 400 people) public gatherings, temporary sales (excepting yard sales) vending on the street, sidewalk or any public right of way (excepting lemonade stands or the like, run by children under 17 years of age), and the like. (See also SCMC 10-8-2, "Temporary Uses".) Such a permit shall, among other information and conditions, specify the time limit and place to be used. Such a temporary use permit shall be required for residents of Spring City as well as any out of town business enterprises or activities.

VISIBILITY BARRIER: Any fence, or building, or any structure (of normal materials), or trees and bushes or like shrubbery constructed or arranged for the purpose of hiding from public view any unsightly materials, supplies, equipment, vehicles, etc. Said visibility barriers must comply with the height and setback requirements.

ZONING MAP: The official map prepared, approved, and presented by the planning and zoning commission and signed and adopted by the city council (after appropriate public hearings) which map shall be posted in the city hall for public view as well as (a second copy) kept safe from tampering. Thereon shall be exhibited public roadways and facilities, each zone with boundaries and titles, as well as other pertinent information.

ZONING PLAN: The adopted zoning ordinance including the zoning map. (Ord. 2005-01, 9-8-2005; amd. Ord. 2014-01, 5-15-2014)

SECTION 2: AMENDMENT "10-6A-3 CONDITIONAL USES" of the Spring City Municipal Code is hereby *amended* as follows:

AMENDMENT

10-6A-3 CONDITIONAL USES

The following buildings, structures, and uses of land shall be permitted upon the conditions set forth in this title and after review and approval has been given by the designated reviewing agencies. The planning and zoning commission shall review all conditional use proposals and shall approve, disapprove, or approve with conditions. Owner may appeal to the board of adjustment should he/she feel the planning and zoning commission was unfair. The following conditional uses shall not alter the residential character of the surrounding neighborhood or zone.

Bed and breakfasts. Bed and breakfast (B&B) establishments shall be allowed in this zone. A "bed and breakfast establishment" for purposes of this title shall be defined as a single

residence dwelling equipped with and providing short term sleeping and meal accommodations for tourists or like traveling persons. Bed and breakfast establishments shall be allowed in accordance with the following conditions:

- A. Excepting the food preparation, the limitation of area of primary residence, and other structures allowed for use of business provisions, the B&B shall comply with all required conditions for a home business use (see SCMC 3-1-13).
- B. No B&B shall have more than ten (10) rooms available for such short term accommodations.
- C. B&B establishments shall comply with all state and local food handling requirements as well as any ordinance governing hotels.
- D. The Transient Room occupancy tax shall apply.
- E. A home business license and state tax ID are required.

Short term rentals

Churches. Upon feasibility and impact studies as well as review and approval of the planning and zoning commission, churches may be allowed in this zone.

Construction. unconventional construction.

- A. Construction, design, and materials shall not be obnoxious, repugnant, or completely out of harmony with the surrounding residential structures.
- B. Must be in compliance with all building codes.

Guesthouses. For purposes of this title, a "guesthouse" shall be defined as any single-family apartment style dwelling separate from but found on the same lot as an existing residence. Such guesthouses are allowable in residential zones and, if new construction, shall not exceed a total maximum floor area of all habitable stories of one thousand (1000) square feet, with no single floor having more than six hundred and fifty (650) habitable square feet. If they are conversions of existing structures, they shall not exceed a total maximum floor area of all habitable stories of one thousand (1000) square feet They may be constructed with bathroom and kitchen facilities but shall not be used as rental apartments. Such guesthouses are allowed in accordance with the following requirements:

- A. This conditional use is not intended to circumvent the single-family dwelling or lot size requirements as put forth in this title nor is it intended to authorize duplex housing. It is intended to allow use of existing accessory structures such as log cabins and bungalow structures, new log cabins and bungalow structures as accommodations for nonpaying guests or domestic employees (see definition in SCMC 10-1-3).
- B. Such guesthouse may not be sold separate from the main dwelling or commercial property.
- C. Only one guesthouse shall be allowed per residential lot or commercial building.
- D. New construction guesthouses shall be detached (excepting breezeways) from the main residence or commercial building, and shall not exceed a total maximum floor area of all habitable stories of one thousand (1000) square feet, with no single floor

having more than six hundred and fifty (650) habitable square feet. Structures existing at the date of this title may be converted to guesthouses but shall not exceed a total maximum floor area of all habitable stories of one thousand (1000) square feet.

- E. Owners of guesthouses shall provide adequate off street parking for guests. Exceptions may be made if this requirement would change the historic character of the property.
- F. Guesthouses shall be designed and constructed with materials that are comparable to and compatible with the primary residence and other residences in the vicinity.
- G. There shall be no separate utility service to the guesthouse.
- H. The driveway serving the primary dwelling shall also serve the guesthouse.

Home business. Home businesses in accordance with SCMC 3-1-13, "Home Businesses".

Note: Although agriculture (farming) is a business that technically may be considered a home business, it does not require a home business license.

Public school. Upon conditions, public and private school buildings and grounds, not necessarily to include storage yards.

Recreational vehicles. Recreational vehicles (RVs), including camp trailers, motor homes, pickup campers, boats and/or their trailers, four-wheelers and/or their trailers, snowmobiles and/or their trailers, motorcycles and/or their trailers, flatbed trailers, and the like (see SCMC 10-1-3, "Definitions"), may be stored in this zone in accordance with the following, and may not be stored or used as living quarters within the city limits, except as provided below:

- A. Notwithstanding any provisions contained herein, camper type RVs on private property only (not public rights of way) may, but only upon obtaining a zoning permit, be used:
 - 1. Short term (for periods no longer than thirty (30) days) as guest accommodations for family reunions, holiday visitors, and other similar uses; and
 - 2. For periods no longer than one (1) year as temporary accommodations of the owner and family while a permanent private residence is being constructed on the private property on which the RVs are being utilized. A failure to obtain a zoning permit for a permitted use as described in this subsection will result in the same fines as penalties as applicable to other failures to obtain required zoning permits.
- B. RVs may be stored, displayed, sold, and serviced, but not used for living quarters in a sales lot in accordance with existing commercial conditions (see SCMC 10-6 Article D, "LC-1 Light Commercial Zone").
- C. RVs may be stored and used in licensed recreational vehicle park zones (see SCMC 10-6 article G, "RVP-1 Recreational Vehicle Park Zone").
- D. RVs may be stored in approved and licensed mobile home parks provided that they are in an area separate from that used as mobile home residences and upon review and approval of the planning and zoning commission.

The City may provide notice of non-compliance for any RVs used other than as permitted, as provided above, and may disconnect any utilities connected to any non-complying RVs, and/or

citations may be issued. Violation of this Section is a Class B Misdemeanor

Storage containers. A zoning permit is required for storage containers but may be combined with a zoning permit or an accessory structure permit may be obtained, if within the allowable two hundred (200) square feet requirement for accessory structures. A maximum of two (2) storage containers are not exceeding forty-five (45) feet in length allowed on 1.06 acre or larger city lots or properties and will not exceed twenty-five percent (25%) of the property after property size available is adjusted to comply with setback and accessory building separation requirements. Lots smaller than 1.06 acres shall have no more than one (1) storage container per lot. Storage containers are not allowed in the Main Street Historic District unless it is for construction purposes. Said temporary storage containers shall have time limit of six (6) months maximum from the date of zoning permit approval. All storage containers are to be compliant with the building construction standards.

Towers. Telecommunication or cellular towers or any other like towers shall not be permitted in this or any other zone in the city if it is determined by the reviewing agencies that such tower will change the character or detract from the aesthetic appearance of the zone or any neighboring zone.

Windmills. Wind powered electric generators and pumps (windmills) shall not change the residential character of the neighborhood nor shall they detract from the aesthetic appearance of the neighborhood. (Ord. 2014-01, 5-15-2014)

SECTION 3: AMENDMENT “10-6A-4 LOT AND DWELLING SIZE REQUIREMENTS” of the Spring City Municipal Code is hereby *amended* as follows:

AMENDMENT

10-6A-4 LOT AND DWELLING SIZE REQUIREMENTS

- A. Lot: The minimum lot area for a one-family dwelling shall be 1.06 acres or approximately forty six thousand one hundred and sixty (46,160) square feet in area ~~if located within the Protected Historic Zone; and 0.5 acres or approximately twenty one thousand seven hundred and eighty (21,780) square feet in area if located outside of the Protected Historic Zone~~, unless otherwise grandfathered or split ~~in previous years~~ when a lot size smaller than the 1.06 acre requirement was allowed, to a lot size then permitted. ~~Any lot splits to less than 1.06 acres must connect to the Spring City culinary and wastewater systems; if unable or unwilling to connect then the minimum lot size will be 1.06 acres allowed.~~
- B. Dwelling: A residential dwelling shall be constructed in compliance with the International Building Code as herein provided. (Ord. 2014-01, 5-15-2014)

SECTION 4: AMENDMENT “10-6A-6 LOCATION REQUIREMENTS”
of the Spring City Municipal Code is hereby *amended* as follows:

A M E N D M E N T

10-6A-6 LOCATION REQUIREMENTS

Each residential lot shall abut a public street for a minimum of two hundred feet (200 feet) of frontage ~~for 1.06-acre lots and a minimum of one hundred feet (100 feet) for .5-acre lots, or proportional in frontage to above~~, except in the case of lots previously subdivided which are smaller than or equal to 1.06 acres or lots that have been previously split and are grandfathered. Residential lots that have been previously legally subdivided and are grandfathered, which are smaller than or equal to 0.45 acres are referred to herein as “Small Lots.” All residential dwellings must meet the following current permitted requirements:

- A. Residential dwellings on corner lots shall have a minimum setback of thirty feet (30') from both property lines along public streets.
- B. Residential dwellings shall have side yards of at least ten feet (10') from property lines not adjacent to public streets.
- C. Residential dwellings and accessory structures that measure greater than two hundred (200) square feet shall have a minimum rear yard of thirty feet (30'). (Note: A deck may extend 12 feet into the rear setback.)
- D. No accessory structure may be closer than thirty feet (30') of both property lines along public streets for corner lots and shall (i) not cover more than thirty percent (30%) of the rear yard, and (ii) not contain more than one (1) story unless a conditional use permit is obtained authorizing more than one (1) story; provided that, in the case of a Small Lot, no accessory structure may be closer than twenty feet (20') of both property lines along public streets for corner lots. No structure, landscaping, or other obstruction shall obscure the view of automobile drivers on corner lots. It is preferred that accessory structures shall be in the rear yard, but they shall not be closer to the property line than the dwelling. Exceptions may be made for decorative structures such as gazebos or pergolas.
- E. Accessory structures shall have a setback from all residential dwellings of twelve feet (12'), ten feet (10') from side-yard property lines and thirty feet (30') from property line corners of lots facing a public street; provided that, in the case of a Small Lot, accessory structures shall have a setback from all residential dwellings of nine feet (9'), five feet (5') from side-yard property lines and twenty feet (20') from property lines on corner lots facing a public street.
- F. There shall be ten feet (10') setbacks from irrigation lines and spouts; provided that, in the case of a Small Lot, irrigation lines and spouts setbacks shall be at least five feet (5').
- G. Accessory structures that measure two hundred (200) square feet and under will require a zoning permit with no fee to ensure proper setbacks. Any structures more

than two hundred (200) square feet will need to obtain a zoning permit. (Ord. 2014-01, 5-15-2014)

SECTION 5: AMENDMENT “10-6D-2 PERMITTED USES” of the Spring City Municipal Code is hereby *amended* as follows:

AMENDMENT

10-6D-2 PERMITTED USES

Any land use not listed in this ordinance as a permitted use or conditional use shall be considered prohibited. The following buildings, structures, and uses of land shall be permitted upon compliance with the standards and requirements as set forth in this title as well as the accepted building codes:

Single-family or two-family dwellings of conventional construction, including duplexes, or townhomes, up to ~~four~~two (2) structures per 1.06-acre lot, and up to four (4) units per 1.06 acre lot are permitted. For lots larger or smaller than 1.06 acres, the maximum number of units shall be adjusted in proportion to the size of the lot. For example, a lot that is 2.12 acres will qualify for up to eight (8) units and a grandfathered lot ~~of 0.5 acres will justify for up to 2 units~~that is less than 1.06 acres will qualify for a proportional number of units. In no event shall one lot contain more than eight (8) units. Units may be rented or occupied by the owner of the Property. Co-ops, time shares, or other fractional ownership other than ownership of the entire property is prohibited.

A unit is considered to be dwelling units; thus a duplex is considered two units.

No multi-family dwelling will be permitted in the main street historical district as defined in SCMC 2-1-1

To limit the number of multi-family dwellings within Spring City no more than ~~43~~43% of Multi-Family to Single Family homes will be permitted, i.e. if there are four hundred (400) single family homes then only a maximum of ~~16~~twelve (12) multi-family homes is permitted within Spring City Municipal boundaries. Dwellings within a R-3 or R-MF Zone will not be counted as single family homes for this calculation.

A normal number of household pets are permitted. Large animals are prohibited.

Customary residential accessory structures including uses or buildings of a nature customarily incidental and subordinate to, the principal use or building are permitted. For the purposes of this ordinance, accessory structures include both permanent and temporary structures such as garages, carports, sheds, studios, home offices, shipping containers, etc. regardless of whether said structures are unenclosed or enclosed. Shipping containers and outdoor storage are prohibited.

Fences and walls between neighboring properties shall not be more than eight feet (8') in height and shall ~~not be not~~ constructed of abnormal or obnoxious materials. No fence, wall, shrub, or hedge shall be of a height or placement so as to obstruct traffic visibility at any intersection. Subject to the city's nuisance regulations, visibility barriers (fences, walls, shrubs, trees, etc.) may be required in some cases to hide unsightly equipment, materials, or other clutter found on properties in this zone. Subject to the requirements of SCMC 11-3-4 Part D hazardous structures or areas may be required to be fenced.

Gardens, orchards and field crops are permitted.

Minor public facilities, parks, and playgrounds are permitted.

Temporary signs, a maximum of two (2) in number, not exceeding six (6) square feet, advertising the sale of the premises or other temporary event are permitted. Such signs shall be located on private property only.

SECTION 6: AMENDMENT “10-6D-4 LOT AND DWELLING SIZE REQUIREMENTS” of the Spring City Municipal Code is hereby *amended* as follows:

AMENDMENT

10-6D-4 LOT AND DWELLING SIZE REQUIREMENTS

A. Lot: The minimum lot area for a multi-family ~~dwelling outside of the Protected Historic Zone shall be 0.5 acres or approximately twenty one thousand seven hundred and eighty (21,780) square feet in area, in each case~~ shall be 1.06 acres or approximately forty six thousand one hundred and sixty (46,160) square feet in area, unless otherwise grandfathered or split ~~in previous years where~~ when a lot size ~~was then~~ smaller than the 1.06 acre requirement was allowed. ~~Any lot splits to less than 1.06 acres must connect to the Spring City culinary and wastewater systems, if unable or unwilling to connect then the minimum lot size will be 1.06 acres.~~ Multi-family dwellings are not allowed in the ~~Protected Historic Zone~~ main street historical district as defined in SCMC 2-1-1.

B. Dwelling: All residential dwelling units shall be constructed in compliance with the International Building Code as herein provided.

SECTION 7: AMENDMENT “10-6D-6 LOCATION REQUIREMENTS” of the Spring City Municipal Code is hereby *amended* as follows:

AMENDMENT

10-6D-6 LOCATION REQUIREMENTS

Each residential lot shall abut a public street for a minimum of two hundred feet (200 feet) ~~of frontage for 1.06-acre lots and a minimum of one hundred feet (100 feet) for .5-acre lots,~~ except in the case of lots ~~previously subdivided which are smaller than or equal to 1.06 acres or lots smaller than 1.06 acres~~ that have been previously split and are grandfathered, in which case the minimum frontage requirement will be proportionately less. Residential lots that have been previously legally subdivided and are grandfathered, which are smaller than or equal to 0.45 acres are referred to herein as “Small Lots.” All residential dwelling units must meet the following current permitted requirements:

- A. Residential dwelling units on corner lots shall have a minimum setback of thirty feet (30') from both property lines along public streets.
- B. Residential dwelling units shall have side yards of at least ten feet (10') from property lines not adjacent to public streets.
- C. Residential dwelling units and accessory structures that measure greater than two hundred (200) square feet shall have a minimum rear yard of twenty feet (20').
- D. No accessory structure may be closer than thirty feet (30') of both property lines along public streets for corner lots and shall (i) not cover more than thirty percent (30%) of the rear yard, and (ii) not contain more than one (1) story unless a conditional use permit is obtained authorizing more than one (1) story; provided that, in the case of a Small Lot, no accessory structure may be closer than twenty feet (20') of both property lines along public streets for corner lots. No structure, landscaping, or other obstruction shall obscure the view of automobile drivers on corner lots. It is preferred that accessory structures shall be in the rear yard, but they shall not be closer to the property line than the dwelling. Exceptions may be made for decorative structures such as gazebos or pergolas.
- E. Accessory structures shall have a setback from all residential dwellings of twelve feet (12'), ten feet (10') from side-yard property lines and thirty feet (30') from property line corners of lots facing a public street; provided that, in the case of a Small Lot, accessory structures shall have a setback from all residential dwellings of nine feet (9'), ten feet (10') from side-yard property lines and twenty feet (20') from property lines on corner lots facing a public street.
- F. There shall be ten feet (10') setbacks from irrigation lines and spouts; provided that, in the case of a Small Lot, irrigation lines and spouts setbacks shall be at least ten feet (10'). Accessory structures that measure two hundred (200) square feet and under will require a zoning permit with no fee to ensure proper setbacks. Any structures more than two hundred (200) square feet will need to obtain a zoning permit.

PASSED AND ADOPTED BY THE SPRING CITY COUNCIL

	AYE	NAY	ABSENT	ABSTAIN
Councilmember Chris Anderson	_____	_____	_____	_____
Councilmember Marty McCain	_____	_____	_____	_____
Councilmember Michael Broadbent	_____	_____	_____	_____
Councilmember Courtney Syme	_____	_____	_____	_____
Councilmember Laurel Workman	_____	_____	_____	_____

Presiding Officer

Attest

Paul Penrod, Mayor, Spring City

Ruth Ann McCain, City Recorder,
Spring City



1. Certification of Authorized Individuals

I, Paul Penrod (Name) hereby certify that the following are authorized: to add or delete users to access and/or transact with PTIF accounts; to add, delete, or make changes to bank accounts tied to PTIF accounts; to open or close PTIF accounts; and to execute any necessary forms in connection with such changes on behalf of Spring City Corporation (Name of Legal Entity). Please list at least two individuals. Each individual must have a unique email.

Table with 4 columns: Name, Title, Email, Signature(s). Rows include Whit Allred (Treasurer), Ruth Ann McCain (Recorder), and Courtney Syme (Council Member).

The authority of the named individuals to act on behalf of Spring City Corporation (Name of Legal Entity) shall remain in full force and effect until written revocation from Spring City Corporation (Name of Legal Entity) is delivered to the Office of the State Treasurer.

2. Signature of Authorization

I, the undersigned, Mayor (Title) of the above named entity, do hereby certify that the forgoing is a true copy of a resolution adopted by the governing body for banking and investments of said entity on the 4th day of February, 2026, at which a quorum was present and voted; that said resolution is now in full force and effect; and that the signatures as shown above are genuine.

Table with 4 columns: Signature, Date, Printed Name, Title. Row includes Paul Penrod, Mayor.

STATE OF UTAH)
COUNTY OF Sanpete)

Subscribed and sworn to me on this ___ day of ___, 20___, by ___ (Name), as ___ (Title) of Spring City Corporation (Name of Entity), proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature _____

(seal)